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Attorneys for Council on American Islamic  
Relations of Santa Clara, Inc.,

IN THE UNITED STATES DISTRICT COURT  
THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

MICHAEL SAVAGE,

Plaintiff,

v.

COUNCIL ON AMERICAN-  
ISLAMIC RELATIONS, INC.,  
COUNCIL ON AMERICAN  
ISLAMIC RELATIONS ACTION  
NETWORK, INC., COUNCIL ON  
AMERICAN ISLAMIC RELATIONS  
OF SANTA CLARA, INC., and  
DOES 3-100,

Defendants.

) Case No. CV07-06076 SI

) **AMENDED ANSWER OF DEFENDANT**  
) **COUNCIL ON AMERICAN-ISLAMIC**  
) **RELATIONS OF SANTA CLARA TO FIRST**  
) **AMENDED COMPLAINT FOR DAMAGES**

) Honorable Susan Illston

Defendant Council on American-Islamic Relations of Santa Clara referred to herein as  
"CAIR-San Francisco Bay Area" (CAIR-SFBA), by and through its attorneys, answer Plaintiff's

1 First Amended Complaint for Damages ("Complaint") and assert affirmative or other defenses as  
 2 follows<sup>1</sup>:

3 **FIRST CAUSE OF ACTION**  
 4 **Copyright Infringement**

5 1. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 6 truth of the allegations contained in paragraph 1 of the Complaint, and on that basis denies such  
 7 allegations.

8 2. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 9 truth of the allegations contained in paragraph 2 of the Complaint, and on that basis deny such  
 10 allegations.

11 3. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 12 truth of the allegations contained in paragraph 3 of the Complaint, and on that basis denies such  
 13 allegations.

14 4. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 15 truth of the allegations contained in paragraph 4 of the Complaint, and on that basis denies such  
 16 allegations.

17 5. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 18 truth of the allegations contained in paragraph 5 of the Complaint, and on that basis denies such  
 19 allegations.

20 6. CAIR-SFBA denies the allegations contained in paragraph 6 of the Complaint.  
 21 CAIR's organizational structure is no different than many other non-profit organizations. CAIR  
 22 was first incorporated in Washington, D.C. in 1994. That chapter is commonly referred to as the  
 23 "national chapter" and "CAIR-National." All other 34 chapters are separate legal entities.  
 24 Generally, a CAIR chapter will incorporate in a state and the first office of CAIR in the state will  
 25 become the head office for each state. For example, CAIR-California was first incorporated in the  
 26 State of California in Santa Clara, CA. Later other chapters/offices were started around the state

27  
 28 <sup>1</sup> In answering Plaintiff's First Amended Complaint, CAIR recites, verbatim, the paragraph  
 headings used by Plaintiff and in so doing in no way admits the allegations asserted within those  
 headings and in fact, denies them.

1 of California such as in Anaheim, San Diego and Sacramento. Each of the subsequent chapters in  
 2 California are managed by the legal entity incorporated in Santa Clara. The chapter incorporated  
 3 in Santa Clara is commonly referred to as CAIR-San Francisco Bay Area and is the CAIR-  
 4 California head office for the purposes of filing taxes and other administrative purposes.

5 7. CAIR-SFBA admits that CAIR-Texas is a separate entity incorporated in the state  
 6 of Texas and that the Plaintiff served CAIR-Texas's registered agent with the original Complaint.  
 7 CAIR denies the remaining allegations contained in paragraph 7 of the Complaint. All of CAIR's  
 8 chapters are clearly identified on CAIR's website.

9 8. CAIR-SFBA denies that CAIR-Texas is headquartered in Garland, Texas. CAIR-  
 10 SFBA lacks knowledge or information sufficient to form a belief as to facts involving the Holy  
 11 Land Foundation and its founders and on that basis denies such allegations. CAIR-SFBA admits  
 12 that Ghassan Eliashi was a founder of CAIR-Texas.

13 9. CAIR-SFBA denies that they are "self-proclaimed leaders" of CAIR, deny that  
 14 CAIR-National is incorporated in Washington, D.C. as alleged under the name Council on  
 15 American-Islamic Relations Action Network, and admit that the non-profit organization ("CAIR-  
 16 National") filed a 990 in 2005 under the name: Council on American-Islamic Relations. CAIR-  
 17 SFBA admits there is an entity called the Council on American-Islamic Relations Action Network,  
 18 incorporated in Washington, D.C., but it does not do business as CAIR or CAIR National. CAIR-  
 19 SFBA denies any remaining allegations in paragraph 9.

20 10. CAIR-SFBA admits that there is an audio segment of the Plaintiff's radio program  
 21 on CAIR-National's website: [www.cair.com](http://www.cair.com), which is owned and operated by CAIR-National.  
 22 CAIR-SFBA denies that this use is "copyright infringing." CAIR-SFBA admits that the activities  
 23 of all chapters are featured on the website. CAIR-SFBA denies that the name of CAIR is the  
 24 "Council on American Islamic Relations Action Network" and admits that the website does not  
 25 refer to any "corporate name", but that it refers to the "Council on American-Islamic Relations"  
 26 which is the name of the of the civil rights organization at question herein. CAIR-SFBA lacks  
 27 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 28 contained in paragraph 10 of the Complaint, and on that basis denies such allegations.

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11. CAIR-SFBA denies the allegations in paragraph 11 of the Complaint.

12. CAIR-SFBA denies the allegations in paragraph 12 of the Complaint.

13. CAIR-SFBA denies the allegations in paragraph 13 of the Complaint.

14. CAIR-SFBA denies the allegations in paragraph 14 of the Complaint.

15. CAIR-SFBA denies the allegations in the first sentence of paragraph 15 of the Complaint and denies that their name is the "Council on American Islamic Relations Action Network." CAIR-SFBA admits that an amicus brief was filed on behalf of CAIR-National in the case named in Paragraph 15 of the Complaint but denies that the Council on American Islamic Relations Action Network is their "actual" name. "Council on American-Islamic Relations, Inc." is the legal name of CAIR-National.

16. CAIR-SFBA admits the allegations contained in paragraph 16 of the Complaint.

17. CAIR-SFBA admits that the amicus brief was filed on behalf of CAIR-National, but that the name of CAIR is "Council on American-Islamic Relations."

18. CAIR-SFBA admits that there is a CAIR chapter incorporated in Texas but lack knowledge as to when it was incorporated and on that basis deny such allegations. CAIR-SFBA denies that the CAIR-Texas chapter has been named a party to this lawsuit. CAIR-SFBA admits that CAIR-Texas was nonetheless served with both the original Complaint and the First Amended Complaint. CAIR-SFBA denies that CAIR-National was incorporated in 1994 in Washington, D.C. under the name Council on American Islamic Relations Action Network. CAIR-SFBA denies that any confusion or deception has been "perpetrated on the United States District Court in Texas" and denies the remaining allegations contained in paragraph 18.

19. CAIR-SFBA denies that any "deception" or "confusion" was created or "not corrected" by CAIR-National and denies the allegations contained in paragraph 19 of the Complaint.

20. CAIR-SFBA denies the allegations in paragraph 20 of the Complaint.

#### JURISDICTION

21. CAIR-SFBA admits that the Complaint purports to allege claims under the Copyright Act and the RICO statute, but denies that it has violated the Copyright Act or infringed

1 upon any copyright that Plaintiff may have or violated the RICO statute. CAIR-SFBA denies that  
 2 they are "most directly associated with the operation of" or the owner of [www.cair.com](http://www.cair.com). CAIR-  
 3 SFBA admits that San Francisco and Santa Clara, California are within the jurisdiction of the  
 4 United States District Court, Northern District of California. CAIR-SFBA denies that they have a  
 5 CEO. It is unclear which founder Plaintiff is referring to in the allegations that the "founder of the  
 6 Washington DC based CAIR served on the Board of Directors of the Santa Clara based CAIR"  
 7 and on that basis CAIR-SFBA denies the allegations. CAIR-SFBA denies the allegations  
 8 contained in the last sentence of paragraph 21 of the Complaint.

9 22. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 10 truth of the allegations contained in paragraph 22 of the Complaint, and on that basis denies such  
 11 allegations.

#### 12 COPYRIGHT INFRINGEMENT

13 23. CAIR-SFBA admits that the Complaint purports to allege claims under the  
 14 Copyright Act and Racketeering Act, but denies that it violated the Copyright Act, infringed any  
 15 copyright that Plaintiff may have, or violated the Racketeering Act. CAIR-SFBA lacks  
 16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 17 contained in paragraph 23 of the Complaint, and on that basis denies any such allegations.

18 24. CAIR-SFBA admits that audio segments from the October 29, 2007 episode of  
 19 "The Michael Savage Show" radio program are available on CAIR-National's website  
 20 [www.cair.com](http://www.cair.com) and that the audio excerpts are collectively four minutes and thirteen seconds.  
 21 CAIR-SFBA otherwise denies the allegations in paragraph 24 of the Complaint.

22 25. CAIR-SFBA denies the allegations in paragraph 25 of the Complaint. The Council  
 23 on American-Islamic Relations, a 501(c)(3) grassroots civil rights and advocacy group founded in  
 24 1994, is America's largest Islamic civil liberties group. Since 1994, CAIR has worked to promote  
 25 a positive image of Islam and Muslims in America. Through media relations, government  
 26 relations, education and advocacy, CAIR puts forth an Islamic perspective to ensure the Muslim  
 27 voice is represented. In offering this perspective, CAIR seeks to empower the American Muslim  
 28 community and encourage their participation in political and social activism. CAIR processed

1 nearly 2,500 civil rights discrimination claims in 2006 and more than 9,500 in the past decade.  
 2 Hundreds of these claims were handled to resolution. CAIR publishes the only annual civil rights  
 3 report on the status of civil rights of Muslims in America. CAIR's vision is to be a leading  
 4 advocate for justice and mutual understanding. CAIR's mission is to enhance understanding of  
 5 Islam, encourage dialogue, protect civil liberties, empower American Muslims, and build  
 6 coalitions that promote justice and mutual understanding.

7 26. CAIR-SFBA denies the allegations in paragraph 26 of the Complaint.

8 COPYRIGHT INFRINGEMENT AS A TOOL TO ATTACK FREE SPEECH, PROMOTE A  
 9 TERRORIST AGENDA AND FOR OTHER "NON FAIR USE" PURPOSES

10 27. CAIR-SFBA denies the allegations in paragraph 27 of the Complaint.

11 28. CAIR-SFBA denies the allegations in paragraph 28 of the Complaint.

12 29. CAIR-SFBA denies the allegations in paragraph 29 of the Complaint.

13 30. CAIR-SFBA denies the allegations in paragraph 30 of the Complaint.

14 31. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 15 truth of the allegations contained in paragraph 31 of the Complaint regarding the effect of the use  
 16 of the work on the public image of the October 29, 2007, episode of The Michael Savage Show  
 17 and on that basis denies such allegations. CAIR-SFBA also lacks knowledge or information  
 18 sufficient to form a belief as to the truth of the allegation regarding Plaintiff's "intent" or the  
 19 allegation that Plaintiff is "well known as a person of faith" and on that basis denies such  
 20 allegations. CAIR-SFBA admits that the audio segments that appear on the www.cair.com web  
 21 site do not include the entire broadcast of the October 29, 2007 episode. CAIR-SFBA otherwise  
 22 denies the allegations in paragraph 31 of the Complaint.

23 32. CAIR-SFBA denies the allegations in paragraph 32 of the Complaint.

24 33. CAIR-SFBA denies the allegations in paragraph 33 of the Complaint.

25 34. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 26 truth of the allegations contained in paragraph 34 of the Complaint including the purported quotes  
 27 from the 3/27/07 and 11/29/06 broadcasts, and on that basis denies such allegations.

28 35. CAIR-SFBA denies the allegations in paragraph 35 of the Complaint.



36. CAIR-SFBA admits that it contacted various advertisers and sought to convince them not to advertise on The Michael Savage Show. CAIR-SFBA denies the remaining allegations in paragraph 36 of the Complaint.

37. CAIR-SFBA denies the allegations in paragraph 37 of the Complaint.

38. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, and on that basis denies such allegations.

39. CAIR-SFBA denies the allegations contained in paragraph 39 of the Complaint.

40. CAIR-SFBA denies that Plaintiff need not subject himself to criticism, commentary, or other fair use of his copyrighted material. CAIR-SFBA further denies that it or CAIR-National violated any copyright or that it violated "the freedoms of Michael Savage to express his views." CAIR-SFBA denies the remaining allegations in Paragraph 40 of the Complaint.

41. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint, and on that basis denies such allegations.

42. CAIR-SFBA admits that "Michael Savage's right to speech – and CAIR's – is protected by the First Amendment" and that "it is [the] essence of freedom that voices can be raised strongly and without fear of illegal retaliation." CAIR-SFBA otherwise denies the remaining allegations in paragraph 42 of the Complaint.

43. CAIR-SFBA denies the allegations in paragraph 43 of the Complaint.

#### CAIR TARGETS THE 1ST AMENDMENT

44. CAIR-SFBA admits that Arsalan Iftikhar was the former Legal Director for CAIR-National and that he may have appeared on MSNBC's Scarborough Country. CAIR-SFBA otherwise lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations and on that basis, denies the remaining allegations in paragraph 44 of the Complaint.

45. CAIR-SFBA denies the allegations in paragraph 45 of the Complaint.

1 46. CAIR-SFBA denies the allegations in paragraph 46 of the Complaint.

2 ABUSIVE LAWSUITS AND ECONOMIC BLACKMAIL BY CAIR

3 47. CAIR-SFBA denies the allegations contained in the first three sentences of  
4 paragraph 47 of the Complaint. CAIR-National helped six of its constituents retain an attorney to  
5 represent them after they were gravely harmed after being forcibly removed from an airliner as a  
6 result of bad faith complaints made by airline passengers. The lawsuit was initiated to make the  
7 Plaintiffs whole as a result of the harm they suffered after their civil rights were violated. CAIR-  
8 SFBA lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
9 allegation and on that basis, denies such allegations.

10 48. CAIR-SFBA denies the allegations in the first and last sentences of paragraph 48 of  
11 the Complaint. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
12 truth of the remaining allegations contained in paragraph 48 of the Complaint, and on that basis  
13 denies such allegations. CAIR-National asked its constituents to call into Dr. Laura Schlesinger's  
14 show and protest her bigoted remarks that included calling Muslims "murderers" and equating all  
15 Muslims to terrorists.

16 49. CAIR-SFBA denies the allegations in paragraph 49 of the Complaint that they  
17 pressured or even asked ABC radio to terminate radio talk show host Michael Graham. In August  
18 2005, CAIR-National asked the Washington DC station that aired Michael Graham's show to  
19 "reprimand" him for stating that "Islam is a terrorist organization." CAIR-National also urged  
20 American Muslims and people of other faiths to contact the station's advertisers to express their  
21 concerns about the host's hate-filled views.

22 50. CAIR-SFBA denies the allegations in paragraph 50 of the Complaint. CAIR-  
23 National did inform Young America's Foundation that they would exercise their legal rights if  
24 defamatory statements were made against CAIR.

25 51. CAIR-SFBA admits that CAIR-National initiated legal proceedings against  
26 Andrew Whitehead for libelous articles on Whitehead's website, but denies that the name of the  
27 website is anti-CAIR.org.net. CAIR-SFBA denies that CAIR-National "dropped" the lawsuit.  
28 The case was settled after Whitehead paid CAIR-National an amount that the parties agreed would



1 not be disclosed. Upon information and belief Whitehead's website continues to carry the same  
2 defamatory information.

3 52. CAIR-SFBA admits the allegations contained in paragraph 52 of the Complaint.  
4 The case was dismissed on a technicality when the court decided that the Defendant was immune  
5 from a defamation suit as a member of the House of Representatives.

6 53. CAIR-SFBA denies the allegations that they targeted American students, as is  
7 contained in paragraph 53 of the Complaint. They admit that Ms. Townsley made the false  
8 statements against them in an October 19, 2004 article in the Cornell Daily Sun. CAIR-National  
9 called on Ms. Townsley to act as a responsible journalist by researching statements before she  
10 published them and not to merely repeat statements that she reads on the internet. CAIR-National  
11 called on her to prove all of the defamatory statements that she made about CAIR. She was not  
12 able to do so. CAIR-SFBA admits that CAIR-National's letters also included the allegations  
13 attributed to them in paragraph 53 of the Complaint but deny that the letter was accusatory.

14 54. CAIR-SFBA denies the allegations contained in paragraph 54 of the complaint.  
15 CAIR-National stands by its principles of "education not litigation." In its 14-year history, CAIR-  
16 National has filed two lawsuits on its own behalf to defend their organization's character against  
17 defamation. Of all the thousands of complaints that come to CAIR, CAIR has only filed several  
18 lawsuits on behalf of constituents that have been harmed.

19 55. CAIR-SFBA denies the allegations in paragraph 55 of the Complaint.

20 56. CAIR-SFBA denies the allegations in paragraph 56 of the Complaint. CAIR is a  
21 civil rights organization as is set out in paragraph 25 of the Answer, above.

22 57. CAIR-SFBA denies the allegations in paragraph 57 of the Complaint. CAIR's  
23 fundamental purpose is to be a civil rights and educational organization.

#### 24 CAIR AND ITS TERROR CONNECTIONS

25 58. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
26 truth of the statements contained in paragraph 58 of the Complaint, and on that basis denies such  
27 allegations.  
28

59. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint, and on that basis denies such allegations. They deny the last sentence in paragraph 59 of the Complaint. All of CAIR's activities are not only open and highly public, they are largely advertised by CAIR through CAIR-National's website or press releases. CAIR-SFBA denies the allegations contained in the last paragraph of 59 of the Complaint.

60. CAIR-SFBA denies the allegations contained in paragraph 60 of the Complaint. The use of the radio clip was for the purpose of public commentary and discussion.

61. CAIR-SFBA denies the allegations in paragraph 61 of the Complaint.

62. CAIR-SFBA denies the allegations contained in paragraph 62 of the Complaint. CAIR-SFBA understands that CAIR-National receives donations from benefactors from abroad and that donations are reported to the Internal Revenue Service according to the law. CAIR-SFBA files income taxes separate from CAIR-National, and thus lacks knowledge or information sufficient to form a belief as to the truth of the allegations regarding the named donor contained in paragraph 62 of the Complaint, and on that basis denies such allegations.

63. CAIR-SFBA denies the allegations in paragraph 63 of the Complaint.

64. CAIR-SFBA denies that Omar Ahmad was the president of the Islamic Association for Palestine. They lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 64 of the Complaint, and on that basis denies such allegations.

65. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 65 and on that basis denies such allegations. CAIR-SFBA is not privy to the information contained in CAIR-National's federal tax filings. They admit the remaining allegations in paragraph 65, except to deny that CAIR-National and CAIR-California have any relationship beyond that of a chapter and an affiliate.

66. CAIR-SFBA denies that IAP is a "parent group" to CAIR-National as is stated in the first allegations contained in paragraph 66. IAP is not associated with CAIR and the two

1 entities are not and have never been related. Thus, CAIR-SFBA lacks knowledge or information  
 2 sufficient to form a belief as to the truth of any allegations regarding IAP, Musa Abu Marzook,  
 3 Hamas, and the Holy Land Foundation, and on that basis deny such allegations.

4 67. CAIR-SFBA admits that Hamas is designated as a terrorist organization by both the  
 5 U.S. Department of State and the U.S. Treasury Department. CAIR-SFBA lacks knowledge or  
 6 information sufficient to form a belief as to the truth of the remaining allegations contained in  
 7 paragraph 67 of the Complaint, and on that basis denies such allegations.

8 68. CAIR-SFBA denies the allegations in paragraph 68 of the Complaint. Mr. Ahmad  
 9 has always denied the statements quoted. Steven Emerson is a long-time, discredited detractor of  
 10 Muslims and CAIR. He has never offered proof of the statements that are attributed here to Mr.  
 11 Ahmad.

12 69. CAIR-SFBA denies that Omar Ahmad made the statement contained in paragraph  
 13 69 of the Complaint and admits that Ahmad denies making the statement referenced. CAIR-  
 14 National issued a press release shortly after the statements were quoted by Lisa Gardiner. CAIR-  
 15 National's press release denied that Mr. Ahmad made the statements and demanded a retraction by  
 16 Ms. Gardiner.

17 70. CAIR-SFBA denies the allegations contained in the first sentence paragraph 70 of  
 18 the Complaint. They lack knowledge or information sufficient to form a belief as to the truth of  
 19 the allegations contained in the second paragraph of paragraph 70 of the Complaint and on that  
 20 basis denies such allegations. CAIR-SFBA was incorporated after CAIR National. They further  
 21 deny that CAIR is a "self-described charity." They lack knowledge or information sufficient to  
 22 form a belief as to the truth of the allegations contained in paragraph 70 regarding how and by  
 23 whom HLF was founded, and on that basis deny such allegations.

24 71. CAIR-SFBA denies the allegations in paragraph 71 of the Complaint. In 1994,  
 25 prior to Hamas being declared a terrorist organization by the United States government, Nihad  
 26 Awad said, "I'm in support of the Hamas movement more than the PLO." This statement was  
 27 made in response to a direct question from an audience member about social programs in the  
 28 occupied territories. Moreover, this was lifted, without context, from a longer answer in which

1 Awad also asserted: "There are some radicals. We are not interested in those people." Awad never  
 2 wrote or spoke the comment contained in paragraph 71 of the Complaint regarding the World  
 3 Trade Center Bombing.

4 72. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 5 truth of the allegations as to where Hamas is listed as a terrorist organization outside of the United  
 6 States of America or where it is banned as contained in paragraph 72 of the Complaint, and on that  
 7 basis denies such allegations.

#### 8 CALIFORNIA CAIR'S EXTREMIST TIES

9 73. CAIR-SFBA denies the website carrying the material in question belongs to them.  
 10 They deny filing any forms "900" (sic) under any name. They lack knowledge or information  
 11 sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 73 of  
 12 the Complaint, and on that basis denies such allegations. All CAIR offices in California are under  
 13 the governance of the CAIR-California Board of Directors. They do not cross-fund each other:  
 14 they are essentially the same organization.

15 74. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 74  
 16 of the Complaint. At times, CAIR constituents donate money to CAIR that the donor earmarks for  
 17 a certain relief project, i.e. the Pakistan earthquake or Hurricane Katrina. CAIR then transfers  
 18 these funds to humanitarian relief organizations such as Islamic Relief. They lack knowledge or  
 19 information sufficient to form a belief as to the truth of the allegations contained in the second  
 20 sentence of paragraph 74 of the Complaint that Islamic Relief was named an unindicted co-  
 21 conspirator, and on that basis deny such allegations. They deny that they made a "donation" to  
 22 CAIR-National. CAIR-SFBA admits that they use the designation "N. Cal" to distinguish them  
 23 from CAIR-LA "So. Cal." CAIR-SFBA admits that they donated to the Holy Land Foundation,  
 24 prior to them being indicted. They admit that Omar Ahmad was on the board of directors for  
 25 CAIR-California in 2000, but deny that he is or was affiliated with Hamas. They deny the  
 26 remaining allegations contained in paragraph 74 of the Complaint.

27 75. CAIR-SFBA denies the allegations contained in the paragraph 75 of the Complaint  
 28 that CAIR-LA publishes a magazine called "In-Focus." The magazine is not published by CAIR-

1 Los Angeles, but by a separate entity of the corporation CAIR-California. CAIR-SFBA denies  
2 that the managing editor and staff writer is "Asthma" Ahmad.

3 76. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
4 truth of the allegations contained in paragraph 76 of the Complaint, and on that basis denies such  
5 allegations.

6 77. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
7 truth of the allegations contained in paragraph 77 of the Complaint, and on that basis denies such  
8 allegations.

9 78. CAIR-SFBA lack knowledge or information sufficient to form a belief as to the  
10 truth of the allegations contained in paragraph 78 of the Complaint, and on that basis denies such  
11 allegations.

12 79. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
13 truth of the allegations contained in paragraph 79 of the Complaint, and on that basis denies such  
14 allegations.

15 80. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
16 truth of the allegations contained in paragraph 80 of the Complaint, and on that basis denies such  
17 allegations.

18 81. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
19 truth of the allegations contained in paragraph 81 of the Complaint, and on that basis denies such  
20 allegations.

21 82. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
22 truth of the allegations that Asma Ahmad advertised a fund raising banquet on their behalf, as is  
23 contained in paragraph 82 of the Complaint, and on that basis deny such allegations. They admit  
24 that they hosted Siraj Wahhaj and other guests such as state legislative representatives at their  
25 2002 event titled "A United and Secure America: With Liberty and Justice for all." They lack  
26 knowledge or information sufficient to form a belief as to the truth of the allegations that Siraj  
27 Wahhaj is a "suspected co-conspirator of the 1993 World Trade Center bombing", as is contained  
28

1 in paragraph 82 of the Complaint, and on that basis deny such allegations. Siraj Wahhaj has never  
2 been charged with a single crime related to the 1993 World Trade Center bombing.

3 83. CAIR-SFBA denies that any CAIR chapter is involved with terror ideology and  
4 terror organizations. They deny that they made a "donation" to CAIR-Texas in 2004. CAIR-  
5 SFBA denies that they made a donation to Café Intifada in 2004. In 2004, CAIR-LA made a  
6 donation to Café Intifada, a Jewish organization that encourages artistic self-expression. In 2004,  
7 CAIR- LA also made donations to the Martin Luther King Celebration and the Council on Asian-  
8 Pacific Islanders. CAIR-SFBA denies that they invested in North American Islamic Trust.  
9 Payments made on CAIR-California's 2004 tax filings were for the purposes of repaying a loan to  
10 this bank-- prior to the Holy Land Foundation litigation. They lack knowledge or information  
11 sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 83 of  
12 the Complaint, and on that basis denies such allegations.

13 84. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 84  
14 of the Complaint. CAIR-SFBA admits the remaining allegations contained in paragraph 84 of the  
15 Complaint.

16 CAIR LEADERSHIP'S RELATIONS WITH TERRORIST AND THEIR SUPPORT  
17 NETWORK

18 85. CAIR-SFBA denies that Imam Siraj Wahhaj is one of their founding members.  
19 Thus, this allegation has no relevance to CAIR generally or any CAIR chapter specifically.  
20 CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the  
21 allegations contained in paragraph 85 of the Complaint, and on that basis denies such allegations.

22 86. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
23 truth of the allegations contained in paragraph 86 of the Complaint, and on that basis denies such  
24 allegations.

25 87. CAIR-SFBA denies that they "claim" to be a civil rights organization but admit  
26 that CAIR-LA objected to an offensive billboard in the Los Angeles that reinforced negative  
27 stereotypes of Muslims. CAIR-LA opined that by placing a stereotypical picture of a Muslim with  
28 a beard and a turban that was not identified as Osama bin Laden to the public, the billboard



1 implied that all men who look like him are like him, sworn enemies. CAIR-LA called on Los  
2 Angeles-based KCOP Television, Inc., Channel 13, to remove the billboards.

3 88. CAIR-SFBA denies the allegations in paragraph 88 of the Complaint. No CAIR  
4 chapter ever denied bin Laden's responsibility of the embassy bombings. They deny that Mr.  
5 Hooper made the statements quoted. When he stated that there was a "misunderstandings of both  
6 sides" he was speaking about a matter completely unrelated to the Al Qaeda embassy bombings or  
7 Osama bin Laden, but instead was speaking about the relationship between the West and the  
8 Muslim world.

9 89. CAIR-SFBA denies the allegations in paragraph 89 of the Complaint. See  
10 paragraph 69 of the Answer, above.

11 90. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
12 truth of the allegations contained in paragraph 90 of the Complaint, and on that basis denies such  
13 allegations.

14 91. CAIR-SFBA denies the allegations in paragraph 91 of the Complaint. CAIR-SFBA  
15 denies that CAIR exploited 9/11. CAIR-National had a picture of the World Trade Center on its  
16 website and asked readers to donate to help the survivors of the disaster. They offered a link to  
17 websites for Muslim and non-Muslim organizations collecting donations for 9/11 survivors,  
18 including the Holy Land Foundation's website. CAIR-SFBA denies that this was exploiting 9/11  
19 as virtually all Americans joined in the spirit of patriotism and public service after the tragedy.

20 92. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
21 truth of the allegations contained in paragraph 92 of the Complaint, and on that basis denies such  
22 allegations.

23 93. CAIR-SFBA denies the allegations in paragraph 93 of the Complaint.

24 94. CAIR-SFBA admits the allegations in paragraph 94 of the Complaint, as the  
25 unilateral and unconstitutional deprivation of property without due process was performed by the  
26 United States government without providing the Holy Land Foundation any opportunity to  
27 examine the evidence used to reach this determination or to challenge the determination before  
28 any court of law.

95. CAIR-SFBA admits that their director spoke at a rally on that date, in that location, from a podium adjacent to many different flags. He was unaware of the presence of the Hezbollah flag.

96. CAIR-SFBA admits Hussam Ayloush termed the case of Wagdy Ghoneim “the selective application of laws on Muslims” and that CAIR never publicly criticized any statements may by Ghoneim because to CAIR’s knowledge, information and belief, Wagdy Ghoneim did not make any radical, violent, or hateful statements. CAIR’s concern with the case was limited to the civil rights and immigration implications, not the political.

97. CAIR-SFBA denies that they have a spokesperson named “Gary” Douglas Hooper and thus deny statements made by this unknown person. To CAIR-SFBA’s knowledge, Mr. Qaradawi has not incited anyone to violence.

98. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 98 of the Complaint, and on that basis denies such allegations.

99. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 99 of the Complaint, and on that basis denies such allegations.

#### PHILADELPHIA MEETING OF HAMAS

100. CAIR--SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 100 of the Complaint, and on that basis denies such allegations. CAIR had not been founded at the time of the alleged events. Any actions taken by Ghassan Elashi were outside the scope and chronology of his association with one of CAIR’s chapters.

101. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 101 of the Complaint, and on that basis denies such allegations.

INTERNATIONAL FUNDING

102. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 102 of the Complaint, and on that basis denies such allegations.

MORE TIES TO TERRORISM

103. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the Complaint, and on that basis denies such allegations. To their knowledge, Siraj Wahhaj has never been charged with a crime arising from the World Trade Center bombing.

104. CAIR-SFBA denies the allegations contained in paragraph 104 of the complaint.

105. CAIR-SFBA denies the allegations contained in paragraph 105 of the complaint.

106. CAIR-SFBA admits that Omar Ahmad is chairman emeritus of CAIR-National and admits that the government levied the remaining unfounded allegations contained in paragraph 106 of the Complaint against them. CAIR-National has filed an amicus brief in the named case to challenge the designation.

107. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 107 of the Complaint, and on that basis denies such allegations.

108. CAIR-SFBA denies the allegations contained paragraph 108 of the Complaint. No CAIR chapter has ever attacked Rudy Giuliani. In 2007, CAIR-National called on its constituents to contact the Giuliani campaign and express their concern after Giuliani openly expressed disappointment that Democratic presidential candidates were not linking the word "Islamic" when they referred to "terrorists" during presidential debates.

109. CAIR-SFBA denies the allegations contained in paragraph 109 of the Complaint. CAIR-National called on Rudy Giuliani to drop Daniel Pipes as a campaign advisor because Pipes has a long history of hostility to the American Muslim community and to the protection of civil liberties. In 2004, Pipes said he supported the widely-repudiated internment of Japanese-Americans in World War II. He supports racial and religious profiling of Muslims and Arabs.

110. CAIR-SFBA denies the allegations in paragraph 110 of the Complaint.

JURY TRIAL DEMANDED

111. CAIR-SFBA also seeks a jury trial in this matter as to each and every cause of action.

DAMAGES AS TO THE FIRST & SECOND CAUSES OF ACTION

112. CAIR-SFBA denies that the Plaintiff has or can prove any actual, general or specials damages even if he were able to prove each cause of action. They deny that the Plaintiff is entitled for damages for the First Cause of Action for Copyright Infringement. They deny that the Plaintiff is entitled to damages as to the Second Cause of Action. They deny that the Plaintiff is entitled to costs or attorney's fees.

113. CAIR-SFBA denies that the Plaintiff is entitled to receive statutory damages under 17 U.S.C. §504.

114. CAIR-SFBA denies the allegations in paragraph 114 of the Complaint.

115. CAIR-SFBA denies that the Plaintiff is entitled to injunctive relief or other remedies permitted by law.

SECOND CAUSE OF ACTION  
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) ACT

116. Paragraph 116 requires no response from CAIR-SFBA.

JURISDICTION AND VENUE

117. CAIR-SFBA admits that the Complaint purports to allege violations arising from federal law but deny that they violated any statute. They admit that the United States District Court-Northern District of California has subject matter jurisdiction and personal jurisdiction over them and this cause of action.

RICO CONSPIRACY DESCRIBED

118. CAIR-SFBA denies the allegations contained in the first two sentences of paragraph 118 of the Complaint and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 118 of the Complaint, and on that basis denies such allegations.

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119. CAIR-SFBA denies the allegations in paragraph 119 of the Complaint.

120. CAIR-SFBA denies the allegations in paragraph 120 of the Complaint.

121. CAIR-SFBA denies the allegations in paragraph 121 of the Complaint.

122. CAIR-SFBA denies the allegations in paragraph 122 of the Complaint.

123. CAIR-SFBA admits to being named as a Defendant, along with over one hundred and fifty other Defendants in the case of O'Neill, et al. v. Al Baraka, et al. for alleged RICO violations, but deny that the case is in any way related to the case at bar. That case involves utterly false and fanciful allegations that CAIR was involved in the terrorist attacks that occurred in American in September 11, 2001. The facts in that case do not relate to the facts of the case at bar.

124. CAIR-SFBA denies the allegations in paragraph 124 of the Complaint.

125. CAIR-SFBA denies the allegations in paragraph 125 of the Complaint.

126. CAIR-SFBA denies the allegations in paragraph 126 of the Complaint.

127. CAIR-SFBA denies the allegations in paragraph 127 of the Complaint.

128. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of allegations contained in paragraph 128 of the Complaint, and on that basis denies such allegations, except they deny the last sentence of paragraph 128.

129. CAIR-SFBA denies the allegations in paragraph 129 of the Complaint.

130. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 130 of the Complaint, and on that basis denies such allegations. They deny the remaining allegations contained in paragraph 130 of the Complaint.

131. CAIR-SFBA denies the allegations in paragraph 131 of the Complaint.

132. CAIR-SFBA denies the allegations in paragraph 132 of the Complaint.

133. CAIR-SFBA denies the allegations in paragraph 133 of the Complaint.

134. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 134 of the Complaint, and on that basis denies such allegations.

1 135. CAIR-SFBA denies the allegations in paragraph 135 of the Complaint.

2 136. CAIR-SFBA denies the allegations in paragraph 136 of the Complaint.

3 137. CAIR-SFBA denies the allegations in paragraph 137 of the Complaint.

4 138. CAIR-SFBA denies the allegations in paragraph 138 of the Complaint.

5 139. CAIR-SFBA denies the allegations in paragraph 139 of the Complaint.

6 140. CAIR-SFBA denies the allegations in paragraph 140 of the Complaint.

7 141. CAIR-SFBA denies the allegations in paragraph 141 of the Complaint.

8 142. CAIR-SFBA denies the allegations in paragraph 142 of the Complaint.

9 143. CAIR-SFBA denies the allegations in paragraph 143 of the Complaint.

10 144. CAIR-SFBA denies the allegations in the first sentence of paragraph 144 of the  
 11 Complaint. They lack knowledge or information sufficient to form a belief as to the truth of the  
 12 allegations contained in the second sentence of paragraph 144 of the Complaint, and on that basis  
 13 denies such allegations. They deny the remaining allegations in paragraph 144.

14 145. Paragraph 145 is unintelligible and on that basis, CAIR-SFBA denies the  
 15 allegations in paragraph 145 of the Complaint.

16 146. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
 17 truth of the allegations contained in paragraph 146 of the Complaint, and on that basis denies such  
 18 allegations.

19 147. CAIR-SFBA denies that they have a founder by the name of Omar Ihmad and  
 20 denies that they were "founded" by donations from any of the three named groups. They lack  
 21 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in  
 22 paragraph 147 of the Complaint, and on that basis denies such allegations.

23 ADDITIONAL INDIVIDUALS/ENTITIES INVOLVED WITH CAIR, CRIME & TERROR

24 148. CAIR-SFBA denies the allegations in paragraph 148 of the Complaint.

25 149. CAIR-SFBA admits the allegations contained in the first sentence of paragraph  
 26 149. They lack knowledge or information sufficient to form a belief as to the truth of the  
 27 allegations contained in the second sentence of paragraph 149 of the Complaint, and on that basis  
 28 denies such allegations. They deny the last sentence of paragraph 149.



1 150. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
2 truth of the allegations contained in paragraph 150 of the Complaint, and on that basis denies such  
3 allegations.

4 151. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
5 truth of the allegations contained in the paragraph 151 of the Complaint, and on that basis denies  
6 such allegations.

7 152. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
8 truth of the remaining allegations contained in paragraph 152 of the Complaint, and on that basis  
9 denies such allegations.

10 152. (sic). CAIR-SFBA denies that CAIR had an individual employed by them by the  
11 name of either Bassam Khafasi or "Kahfagi." They lack knowledge or information sufficient to  
12 form a belief as to the truth of the remaining allegations contained in the paragraph that is also  
13 labeled as 152 of the Complaint and on that basis deny such allegations.

14 153. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
15 truth of the allegations contained in paragraph 153 of the Complaint, and on that basis deny such  
16 allegations.

17 154. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 154  
18 of the Complaint. They lack knowledge or information sufficient to form a belief as to the truth of  
19 the remaining allegations contained in paragraph 154 of the Complaint, and on that basis denies  
20 such allegations.

21 154. (sic). CAIR-SFBA lacks knowledge or information sufficient to form a belief as to  
22 the truth of the allegations contained in the first sentence of what is also labeled as paragraph 154  
23 of the Complaint, and on that basis denies such allegations. They admit that Mohammad Nimer is  
24 the director of CAIR-National's Research Center. CAIR-SFBA lacks knowledge or information  
25 sufficient to form a belief as to the truth of the last two sentences of paragraph 154 of the  
26 Complaint, and on that basis denies such allegations.

27 155. CAIR-SFBA denies the allegations contained in the first sentence of paragraph 155  
28 of the Complaint. They lack knowledge or information sufficient to form a belief as to the truth of

1 the remaining allegations contained in paragraph 155 of the Complaint, and on that basis denies  
2 such allegations.

### 3 CAIR & ITS 9/11 FUNDS APPEAL

4 156. CAIR-SFBA admits that CAIR-National performed the allegations contained in  
5 paragraph 156 of the Complaint. At the time of the allegations, the organizations listed were all  
6 legal, legitimate entities. CAIR-National also had links on the 9/11 webpage to non-Islamic relief  
7 organizations such as the American Red Cross. Readers on the website could have chosen any one  
8 of these organizations for donations.

### 9 CAIR SUPPORTING VIOLENT EXTREMISTS

10 157. CAIR-SFBA admits that CAIR-National performed the allegations contained in  
11 paragraph 157 of the Complaint. Sami al-Arian has since been found not guilty by a jury of all the  
12 allegations contained in paragraph 157 of the Complaint.

13 158. CAIR-SFBA admits that CAIR-National performed the allegations contained in  
14 paragraph 158 of the Complaint. A jury has since not been able to return one finding of guilt  
15 against Sami al-Arian for any of the allegations contained in paragraph 158 of the Complaint.

16 159. CAIR-SFBA denies that Fawaz Damra was convicted of the charge stated in  
17 paragraph 159 of the Complaint. They admit that CAIR-Ohio and CAIR-National performed the  
18 allegations contained in paragraph 159 of the complaint as CAIR believes that all people are  
19 entitled to due process free from religious or ethnic stereotyping, but CAIR does not support  
20 criminal activity.

21 160. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
22 truth of the allegations contained in paragraph 160 of the Complaint, and on that basis denies such  
23 allegations.

24 161. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
25 truth of the allegations contained in paragraph 161 of the Complaint, and on that basis denies such  
26 allegations.

27 162. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the  
28 truth of the allegations contained in the first two sentences of paragraph 162 of the Complaint, and

on that basis denies such allegations. CAIR-SFBA denies the allegations that CAIR sponsored a rally at Brooklyn College where Mr. Ghoneim appeared. CAIR-SFBA admits that CAIR-LA's director Hussam Ayloush defended Ghoneim from a civil rights perspective with the statement quoted in paragraph 162 of the Complaint as CAIR has not seen any verified evidence of Mr. Ghoneim supporting radical Islam or suicide bombings.

163. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentences of paragraph 163 of the Complaint, and on that basis denies such allegations.

164. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentences of paragraph 164 of the Complaint, and on that basis denies such allegations. They deny the allegations contained in the last sentence of paragraph 164 of the Complaint.

165. CAIR-SFBA denies the allegations contained in paragraph 165 of the Complaint.

166. CAIR-SFBA denies the allegations contained in paragraph 166 of the Complaint.

167. CAIR-SFBA denies the allegations contained in paragraph 167 of the Complaint.

168. CAIR-SFBA denies the allegations contained in paragraph 168 of the Complaint.

CAIR is a national civil rights organization that expends a large amount of effort and capital to fight civil rights abuses in the United States of America.

169. CAIR-SFBA denies the allegations contained in paragraph 169 of the Complaint.

#### DAMAGES

CAIR-SFBA denies that Plaintiff is entitled to any relief from them, including the relief requested. CAIR-SFBA further denies that they have infringed any copyright that Plaintiff may hold and deny that they violated the RICO statute. CAIR-SFBA lacks knowledge or information sufficient to form a belief as to the truth of the remaining demands and on that basis denies that Plaintiff is entitled any such relief.

#### AFFIRMATIVE AND OTHER DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the equitable doctrine of waiver.

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3. Plaintiff's claims are barred by the equitable doctrine of estoppel.

4. Plaintiff is barred from recovery because Plaintiff has sustained no damages as a result of any acts committed by Defendant.

5. Plaintiff failed to mitigate his damages, if any, and as a consequence thereof, Plaintiff is not entitled to recover the amount of damages alleged, or any other damages.

6. Plaintiff's damages, if any, were caused in whole or in part by the conduct of third parties, for which CAIR-SFBA bears no responsibility.

7. Plaintiff does not hold the copyright in the materials that Plaintiff alleges CAIR-SFBA infringed.

8. Plaintiff's claims are barred by the First Amendment to the United States Constitution and by Art. I, Sec. 2 of the Constitution of the State of California.

9. Plaintiff's copyright claim is barred by the fair use doctrine codified in 17 U.S.C. § 107.

10. Plaintiff lacks standing to bring a RICO claim.

11. Plaintiff's RICO claim is barred because Plaintiff failed to adequately plead and/or allege any actual or proximate cause between any alleged acts of CAIR-SFBA's and any purported losses by Plaintiff.

12. CAIR-SFBA reserves the right to add additional defenses as investigation and discovery continue.

WHEREFORE CAIR-SFBA prays for the following relief:

1. Dismissing Plaintiff's Complaint with prejudice;

2. For recovery of its attorney's fees;

3. For cost of suit incurred herein; and

4. For such other and further relief as the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

CAIR-SFBA demands a trial by jury on all issues so triable.

DATED this 30th day of January 2008.

Respectfully submitted,

DAVIS WRIGHT TREMAINE LLP

ELECTRONIC FRONTIER FOUNDATION

By: /s/ Thomas R. Burke

THOMAS R. BURKE

Attorneys for Defendant Council on  
American-Islamic Relations of Santa  
Clara, Inc.

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